

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5647 of 1984

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

DHANGADHRA CHEMICAL WORKS LTD.

Versus

STATE OF GUJARAT & ORS.

Appearance:

MR KAUSHAL THAKER for Petitioner

MR SAMIR DAVE for Respondent No. 1, 2, 3

CORAM : MR.JUSTICE S.K.KESHOTE

Date of decision: 18/12/96

ORAL JUDGEMENT

1. Heard learned counsel for the parties. The petitioner, a public limited company, filed this writ petition before this court and challenge is made thereunder to the orders made by the respondent at annexures 'G', 'K', and 'L' under which the petitioner was not given the benefit of interest subsidy.

2. The benefit of the interest subsidy was provided

under the Interest Subsidy Marine Chemical Industries Scheme, 1979. The petitioner has produced the copy of said scheme as annexure A. Clause 3 of the said scheme makes a provision for the commencement and duration of the said scheme. The scheme shall come into force with effect from 1st April, 1979 and shall remain in force till 31-3-1983. It has further been provided under the aforesaid scheme that the expiry of this scheme at the end of four years shall not in any way affect an entrepreneurs' claim to interest subsidy as specified in the paragraph. Clause 4 of the said scheme is another important provision for the purpose of deciding the question which has been raised by the petitioner in this Special Civil Application and I consider it appropriate to extract the same, which reads as under:

An entrepreneur is eligible for subsidy for a period of first four years or the continuing of the scheme whichever is less.

3. The counsel for the respondents made a statement before this court that this scheme was discontinued from the year 1981-82. This statement of the counsel for the respondents has not been controverted by the counsel for the petitioner. Otherwise also from document annexure 'L' it is clear that the benefit of interest subsidy was not given to the petitioner on the ground that this scheme is discontinued from 1981-82. The claim of the petitioner for interest subsidy for the period from 1st April, 1981 was not given on which there is no dispute between the parties.

4. The only contention of the counsel for the petitioner is that clause 3 of the scheme provides that all the entrepreneurs were entitled for the benefit of the scheme for four years. A proviso to clause 3 provides that the expiry of this scheme at the end of four years shall not in any way affect an entrepreneurs' claim to interest subsidy as specified in the paragraph. Though at first glance this argument of the counsel for the petitioner seems to be attractive, but this clause cannot be read in isolation to the clause 4 of the scheme which provides that any entrepreneur is eligible for subsidy for a period of four years or the continuing of the scheme whichever is less. Clause 4 contemplates that the scheme may be discontinued even before 31st March, 1983. In case the provisions of the scheme is read in the manner in which it is sought to be read by the counsel for the petitioner then clause 4 of the scheme will be a redundant clause and there may not be power with the respondent to discontinue the scheme before the expiry of four years which was not the intention of the

authority which provided the incentive interest subsidy scheme. The provisions of this scheme are to read as a whole and the effect should be given to all the provisions thereof. Reading of a provision in isolation of any provision be dangerous and it may in a given case frustrate the very object and purpose of the scheme. The framer of the scheme has retained the power to discontinue this scheme even earlier to the period for which it has to remain in force. Harmonious construction should be given to all the provisions and construction to a scheme which renders any provision of the scheme nugatory normally should be avoided.

5. Taking into consideration the provisions of the scheme, I am satisfied that the respondent has reserved the power to discontinue scheme before 31st March, 1983 and it has admittedly been discontinued from 1981-82. The petitioner has no right to claim any incentive of interest subsidy for the period from 1st April, 1981. In the present case, none of the legal and fundamental rights of the petitioner are infringed and the writ petition is wholly misconceived.

6. The net result of the aforesaid discussion is that this writ petition fails and the same is dismissed. Rule discharged. No order as to costs.

zgs/-